

REQUEST FOR PROPOSALS
for
PROPERTY MANAGEMENT SERVICES
Proposal Number BC-05-29-03-50

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

I. INTRODUCTION

Leon County issues this request for proposals (RFP) from qualified firms or individuals for professional Property Management Services in the management of the real property located at 311 and 315 S. Calhoun Street, Tallahassee, Florida. Duties include, but are not limited to, managing, operating, leasing, supervising, and maintaining the real property as further defined in the scope of services contained in Section III.

II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-05-29-03-50
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308*

- B. An ORIGINAL and five (5) copies of the Response must be furnished on or before the deadline described in section II.F below. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies.**

- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.

- D. Special Accommodation: Any person requiring a special accommodation at a Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than **May 22, 2003, at 5:00 PM** he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- F. Your response to the RFP must arrive at the above listed address no later than **Thursday, May 29, 2003 at 10:00 AM** to be considered.

- G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners. **Respondents are to note that if conducted by the County, interviews will be held on June 9, 2003 at designated times. The Respondents to be interviewed will be notified telephonically or by fax on June 3, 2003.**
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

S. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents (including architectural and engineering plans, work orders and maintenance records), statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

T. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria

contained herein to be aware of any local preference points to be assigned for this request for proposals.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

V. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

III. SCOPE OF SERVICES:

- A. Firm shall be capable of performing duties for County including but not limited to:
 1. Collection of rents/assessments
 2. Supervision of employees at the properties
 3. Tenant and owner contact in regard to complaints
 4. Purchase of minor operating supplies and repairs
 5. Hiring and dismissal of employees at the properties
 6. Preparation of specifications covering major expenditures
 7. Consultation on major replacements, additions or remodeling
 8. Negotiation of leases and coordination of leasing process with County
 9. Ordering and supervision of tenant decorating
 10. Obtaining competitive bids on major repairs and alterations
 11. Preparation of payroll deductions, social security taxes, etc.
 12. Recommendations about rental rates
 13. Preparation and management of operating budgets
 14. Other management activities.

- B. Firm must engage in property management on a fee basis.
- C. Disclosure: The Firm shall not disclose to a third party any confidential or proprietary information which would be injurious or damaging to the County concerning the County's business or personal affairs without the County's prior written consent, unless such disclosure is required or compelled by law or regulations.
- D. Accounting and Reporting: The Firm shall at all times keep and maintain accurate financial records properly marked for identification concerning the properties managed for the County and shall render a statement of receipts and disbursements in accordance with the management agreement in sufficient detail to reflect an account for the funds of the County and the status of the property. Such records shall be available for inspection at all reasonable times by the County and or its contractors. The Firm shall furnish to the County, at mutually agreed upon intervals, regular reports concerning the County's properties.
 - 1. The Firm shall disburse the funds of the County in such a manner so as to make prompt payment of all obligations as they become due or as requested by the County.
 - 2. The Firm shall endeavor to expend funds of the County with wisdom and integrity so as to achieve the greatest benefit for the County.
- E. Protection of Funds: The Firm shall not commingle personal or company funds with the funds of a client or use one client's funds for the benefit of another client, but shall keep the County's funds in a fiduciary account in an FDIC or equivalently insured financial institution or as otherwise directed in writing by the County. All such receipts and revenues shall be deemed to be trust funds held in trust for the County or as otherwise provided in the management agreement. The Firm shall at all times exert due diligence for the maintenance and protection of the County's funds against all reasonably foreseeable contingencies and losses.
 - 1. Firm shall exert due diligence for the protection of County's funds against all foreseeable contingencies.
 - 2. Firm shall vigorously and legally pursue the collection of any rental accounts to insure prompt payment of rents and revenues when due.
- F. Employee's Duty to Firm or Employer: Employees of the Firm shall at all times exercise loyalty to the interests of the employer or firm and shall be diligent in the maintenance and protection of the interests and property of the employer or firm. The employees of the Firm shall not engage in any activity which could be reasonably construed as contrary to this obligation of loyalty and diligence and shall not accept, directly or indirectly, any rebate, fee, commission, discount, or other benefit, monetary or otherwise, which could reasonably be seen as a conflict with the interests of the employer or firm. The employees of the Firm shall at all times exercise due diligence for the protection of the funds of the employer or firm against all reasonably foreseeable contingencies and losses.
 - 1. Neither the Firm nor any person connected with it shall receive from third parties or suppliers rebates, gifts with a value of more than fifty dollars (\$50), or other consideration in connection with the management or property which is not disclosed to the County.
 - 2. Firm shall constantly strive to achieve and maintain a sound business reputation in the community, and shall encourage its employees and associates to take leadership roles in local, civic, and governmental organizations.

- G. Managing the Property of the County: The Firm shall not exaggerate, misrepresent or conceal material facts concerning the County's property or any related transaction. The Firm shall exercise due diligence in the maintenance and management of the County's property and shall make all reasonable efforts to protect it against all reasonably foreseeable contingencies and losses.
1. The Firm shall, on behalf of the County, demonstrate its experience, with diligence and imagination, in the marketing and merchandising of rental space. Firm shall use diligent efforts to enforce the terms of all lease of any portion of the Property.
 2. The Firm shall institute, supervise, and pay for all ordinary repairs, decorations and alterations, including without limitation the administration of a preventive maintenance program for all mechanical, electrical, and plumbing systems and equipment.
 3. The Firm shall make reasonable efforts to conserve the resources of the County and shall take full advantage of discounts, purchasing opportunities, and other ethical means at its disposal when purchasing or contracting for supplies, services, or material on behalf of the County.
 3. The Firm shall make or cause to be made regular physical inspections of the properties of the County and shall not neglect to keep the County informed as to the condition of the properties. The frequency of regular inspections shall be as mutually agreed upon with the County.
 4. The Firm shall have sufficient staff and administration to ensure the capable handling of the County's property during any absence of the senior manager from the office.
 5. Firm shall not permit any of its employees to make any misleading or inaccurate representations to the public.
 6. Preferably, Firm shall have at least one (1) Certified Property Manager (CPM®) member in an executive position who directs and supervises the property management activity of the firm.
 7. Firm shall conduct its operation in such a manner so as to comply with the Code of Professional Ethics as prescribed for a CPM® member of the Institute of Real Estate Management and shall be responsible for the conduct of its employees and others over whom it has supervision or control.
- H. Compliance with Laws and Regulations: The Firm shall at all times conduct business and personal activities with knowledge of and in compliance with applicable federal, state, and local laws and regulations, and shall maintain the highest moral and ethical standards consistent with those of the Institute of Real Estate Management.
1. Firm shall use due diligence in selecting and placing tenants for the County so as to ensure stability of the properties in compliance with all federal, state, and local laws and regulations.
 2. Equal Opportunity: Firm shall not deny nor permit any of its employees to deny equal employment opportunity or equal professional services to any person for reasons of race, gender, religion, familial status, national origin, age, or handicap.
 3. Minority/Women Business Program: Firm shall comply with the requirements of the Leon County M/WBE policy for seeking and securing M/WBE participation in the operation and maintenance of the property.

4. Firm shall become thoroughly familiar with all Legal Requirements and Restrictive Covenants which apply wither to the management, operation, leasing, supervision, or maintenance of the Property or to the obligations of the Firm. Firm shall advise and consult with the County as often as necessary with respect to compliance with and changes in such Legal Requirements and Restrictive Covenants as the same may be modified, amended, or reinterpreted.

- I. Firm Qualifications: The firm or joint venture shall be a licensed real estate broker or by a principal majority interest holder who is a licensed real estate broker in the State of Florida, that has been actively and continuously engaged for at least the past five (5) years in the property management of commercial, multi-tenancy buildings in excess of 100,000 square feet, with no disciplinary actions taken against said license during this period of time.
- J. Duty to Tenants and Others: The Firm shall competently manage the property of the County with due regard for the rights, responsibilities, and benefits of the tenant and others lawfully on the property. The Firm shall not engage in any conduct which is in conscious disregard for the safety and health of those persons lawfully on the premises of the County's property.
- K. Fiduciary Obligation to County: The Firm shall at all times exercise loyalty to the interests of the County and shall not engage in any activity which could be reasonably construed as contrary to the best interests of the County. The Firm shall not represent personal or business interests divergent or conflicting with those of the County, unless the County is first notified in writing of the activity or potential conflict of interest, and consents in writing to such representation. The Firm, as a fiduciary for the County, shall not accept, directly or indirectly, any rebate, fee, commission, discount, or other benefit, monetary or otherwise, which has not been fully disclosed to and approved by the County.

IV. REQUIRED SUBMITTALS:

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.
- C. Federal Identification Tax Number or Social Security Number.
- D. The age of the firm, brief history, and average number of employees over the past five years.
- E. List the names and descriptions of all properties for which the firm is presently under property management contract on the attached Work History Form.
- F. List outside consultants and contractors, if any, anticipated to be used in management of this property, including maintenance providers. When listing consultants, give the respective specialty of the firm.
- G. Give brief resume of key persons to be assigned to the project including but, not limited to:
 - 1) Name & title
 - 2) Job assignment for other projects
 - 3) Percentage of time to be assigned full time
 - 4) How many years with this firm or other firms in property management
 - 5) Experience - brief description of the duties and roles performed in property management

- 6) Education
 - 7) Active registration
 - 8) Other experience and qualifications that are relevant to this project
- H. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.
- I. Show the organizational chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.
- If a joint venture, indicate how the work will be distributed between the joint venture partners.
- J. Describe how the team will implement project control systems for time, budget, and quality management for this project.
- K. Provide acknowledgment of Minority Business Enterprise and Equal Employment Policies and level of MBE participation; Public Entity Crimes Statement; and Certification Regarding Debarment (forms attached).
- L. Describe the firm's procedures, contracts, leasing strategies and maintenance strategies that will be utilized for this project, as well as client satisfaction surveys.

V. PROPOSED CALENDAR

The following schedule will be adhered to as closely as possible to assure an expedient time frame for the selection of the property management firm:

- A) Publication of Public Notice - May 14, 2003.
- B) Begin Mail/Distribution of RFP - May 14, 2003.
- C) Deadline for Submission of Written Questions - May 22, 2003
- D) Proposals due - Thursday, May 29, 2003, 10:00 a.m.
- E) Selection of Firm(s) or Individual(s) for Interview - June 3, 2003.
- F) Interviews with first three ranked firms, if desired by County - June 9, 2003.
- G) Selection (Board of County Commissioners Meeting) - June 24, 2003.

VI. SELECTION PROCESS

- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.

B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services, and will also negotiate a contract with the first ranked firm for presentation to the Board.

C. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

	Points
1. Qualifications and Relevant Experience:	
a) firms' relevant experience	20
b) staff assigned to project	10
c) consultants, contractors and maintenance strategy ..	15
d) fiscal controls	10
e) leasing effectiveness	10
2. References - Owner and leasing client satisfaction	10
3. Current Workload of Firm and Resources	10
4. Minority Business Enterprise Participation	10
5. Local Preference	5
Total	100

VII. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

VIII. MINORITY BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY POLICIES:

A. Minority Business Enterprise Requirements: Firms responding to this RFP are hereby made aware of the County's goals for MBE utilization. Respondents should contact Agatha Muse-Salters, Leon County M/WBE Director, at phone (850) 488-7509; fax (850) 487-0928; e-mail saltersa@mail.co.leon.fl.us for additional information.

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where MBE's are used as follows:

MBE Participation Level

Percentage

The respondent is certified as a Minority Business Firm with Leon County, as defined in the County's MBE policy.

10

The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 30% by certified minority business firms/individuals.

8

The respondent has certified that a minimum of 30% of the ultimate fee will be subcontracted to certified MBE Firm(s), and has identified in the proposal the MBE Firm(s) that it intends to use.

6

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, sexual orientation, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

IX. INSURANCE

A. Insurance Requirements for Contractors

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 Combined Single Limit for bodily injury, personal injury, and property damage per occurrence with a \$2,000,000 annual aggregate.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease

policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

- d. Professional Liability Insurance (Property Management Services), including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Tony Grippa, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed or Typed Name)
ADDRESS	_____

CITY, STATE, ZIP	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

STATEMENT OF NO BID

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners
by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an

entity.

Attachment # 1

6. Based on information and belief, the statement which I have marked below is true in relation to the Page 17 of 22 entity submitting this sworn statement. [Indicate which statement applies.]

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

**MINORITY BUSINESS ENTERPRISE PROGRAM
PARTICIPATION OF MBEs/WBEs**

1. FIRM NAME _____
2. FLORIDA CORPORATE REGISTRATION NUMBER _____
3. ADDRESS (Assigned Project Office) _____
4. MBE PARTICIPATION - MBE firms and sub-contractors must be certified with the State of Florida, the Florida Department of Transportation, the City of Tallahassee, or Leon County to qualify for MBE participation credit.

<u>MBE Participation Level</u>	<u>Points</u>
_____ The respondent is certified as a Minority Business Firm with Leon County, as defined in the County's MBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified MBE Firm(s), and has identified in the proposal the MBE Firm(s) that it intends to use.	6

The vendor acknowledges the Leon County MBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate. In witness, hereof, the vendor has hereunto set his signature and affixed his seal this _____ day of _____ A.D., 20____.

Signed: _____ Title: _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____
Title: _____
Firm: _____
Address: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

LOCAL VENDOR CERTIFICATION

Attachment # 1
 Page 21 of 22

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:		Phone:
Current Local Address:		Fax:
If the above address has been for less than six months, please provide the prior address.		
Length of time at this address		
Number of Employees and hours worked per week by each:		
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.		Percentage of Ownership
1.		
2.		

 Signature of Authorized Representative

 Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,

(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
 (State or place of incorporation)

or has produced _____ as identification.
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

 Serial Number, If Any

Return Completed form with supporting documents to:

**Leon County Purchasing Division
 2284 Miccosukee Road
 Tallahassee, Florida 32308**

Opening Date: Thursday, May 29, 2003 at 2:00 PM

**At Least 2 Tenants'
Representatives
(names, addresses
and phone #'s)**

[illegible]